

A. G. Contract No. KR930715TRN
ECS File: JPA 93-66
Project: F-022-4-526/H2239 01C
Section: Globe-Lordsburg Hwy US70

**INTERGOVERNMENTAL AGREEMENT
REST AREA MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF DUNCAN**

THIS AGREEMENT is entered into 2 June, 1993
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF DUNCAN, acting by and through its MAYOR and TOWN
COUNCIL, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. It is to the mutual advantage of the State and the
Town to provide rest area parking facilities on US-70 at the
following location:

South of U.S. 70 centerline roadway station
635+43 to station 636+20.

NO. <u>17618</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>06/02/93</u>
<u>Richard H. Hovak</u> Secretary of State
By <u>Vicky J. Hovak</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the rest area parking facility project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds.

3. The Town will provide the State a construction permit at no cost.

4. After construction, the Town shall maintain the rest area parking facility.

5. The Town hereby agrees to maintain the rest area parking facility with due regard for the safety of those who use it, as it was designed and approved by the State; and the Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said rest area parking facility.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Duncan
Town Manager
501 4th Street
Duncan, Arizona 85534

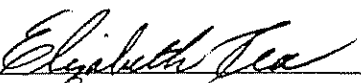
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

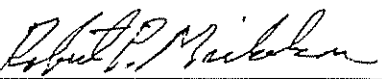
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF DUNCAN


STATE OF ARIZONA

Department of Transportation

By 
ELIZABETH TEA
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST

By 
LIZA GONZALES
Town Clerk

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RESOLUTION

BE IT RESOLVED on this 22nd day of April 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Duncan for the purpose of defining responsibilities for the design, construction and maintenance of rest area parking facilities on US-70 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for Mary E. Peter
LARRY S. BONINE
Director

REGULAR MEETING
DUNCAN TOWN COUNCIL
MAY 10, 1993
7:00 PM
DUNCAN COMMUNITY ROOM

CALL TO ORDER: MAYOR ELIZABETH TEA CALLED THE MEETING TO ORDER AT 7:00 PM.

ROLL CALL OF COUNCILMEMBERS: PRESENT SUSIE MURRAY, MAYOR ELIZABETH TEA, VICE-MAYOR DOYLE CLARK, FRED E. WILSON. QUORUM PRESENT. ABSENT CHARLES BILLINGSLEY.

PLEDGE OF ALLEGIANCE: LED BY COUNCIL.

- A. MINUTES OF REGULAR MEETING:
- B. EXPENDITURES:
- C. DEPARTMENT REPORTS:

SUSIE MURRAY MADE A MOTION TO ACCEPT THE CONSENT AGENDA, ITEMS A, B, AND C. FRED E. WILSON SECONDED. MOTION CARRIED.

D. BUSINESS:

1. CALL TO PUBLIC: NO COMMENT.

2. HIRING POLICIES: ART MONTOYA ASKED THE COUNCIL WHAT THE POLICY PROCEDURE IS, HE STATED HE HAD SOME CONCERNS. MAYOR TEA STATED THAT THERE IS NO TRUE POLICY, THE MANAGER HAS THE AUTHORITY TO HIRE & FIRE. VICE-MAYOR CLARK READ THE MANAGER'S ORDINANCE OUT LOUD, HIGHLIGHTING SECTION 1-14-6. MR. MONTOYA ASKED IF THERE WAS ANYTHING THAT STATES YOU HAVE TO POST JOB OPENING OR ADVERTISE. HE STATED THAT HE FEELS THE COUNCIL SHOULD SCREEN APPLICANTS AND HE FEELS THAT THE COUNCIL SHOULD REVISE THE POLICY AND INCLUDE POSTING OF JOBS OR ADVERTISING IN THE NEWSPAPER. HE ALSO STATED THAT PRESENT EMPLOYEES SHOULD HAVE FIRST PRIORITY FOR JOB OPENINGS AND THAT EVERYONE HAVE AN EQUAL OPPORTUNITY. MAYOR TEA STATED THAT ANYONE CAN APPLY FOR ANY JOB AT ANY TIME. VICE-MAYOR CLARK INFORMED MR. MONTOYA THAT THE COUNCIL IS CURRENTLY WORKING ON REVISING THE TOWN CODE IN WORKSHOPS AND THE NEXT WORKSHOP IS SCHEDULED FOR MONDAY, MAY 17, 1993 AT 5:30 PM. MAYOR TEA THANKED MR. MONTOYA FOR VOICING HIS CONCERNS.

3. I.G.A. WITH A.D.O.T. - US 70 REST AREA PARKING: MAYOR TEA READ THE I.G.A. OUT LOUD AND ASKED FOR THE PLEASURE OF THE COUNCIL. MANAGER RON WILLIS FURTHER REVIEWED THE I.G.A. AS TO HIS CONVERSATIONS WITH A.D.O.T., HE EXPLAINED THAT THERE WOULD HAVE TO BE REMOVAL AND RELOCATION OF LIGHT POLES. MAYOR TEA MADE A MOTION TO ACCEPT THE I.G.A. WITH FINAL APPROVAL OF THE TOWN ATTORNEY. VICE-MAYOR CLARK SECONDED. THOSE FAVORED - MAYOR TEA, VICE-MAYOR CLARK, FRED E. WILSON. THOSE OPPOSED - SUSIE MURRAY. MOTION CARRIED.

4. JULY 4TH CELEBRATION - PARADE: TOWN MANAGER WILLIS EXPLAINED THAT DUE TO MONETARY PROBLEMS, THIS YEAR S.G.C.E.D.A. IS ASKING THAT EACH GROUP OR ORGANIZATION TAKE UP SOME KIND OF RESPONSIBILITY FOR THE JULY 4TH CELEBRATION. GREENLEE COUNTY HAS OFFERED THE USE OF THE FAIRGROUNDS FOR A RODEO AND DANCE. THE GREENLEE COUNTY SHERIFF'S POSSE IS WILLING TO DONATE \$500.00 TOWARD THE FIREWORKS. S.G.C.E.D.A. IS ASKING THAT THE TOWN DO THE PARADE, WHICH WOULD COST APPROXIMATELY \$500.00. AT THE LAST MEETING ONLY ONE ORGANIZATION SHOWED UP AND IF LACK OF INTEREST OCCURS AGAIN THERE WILL NOT BE A JULY 4TH CELEBRATION. VICE-MAYOR CLARK STATED THAT LAST YEAR THE COST FOR THE TROPHIES WAS APPROXIMATELY \$400.00 AND FEELS THE TOWN SHOULD DO THE PARADE IN SUPPORT OF THE JULY 4TH CELEBRATION. FRED E. WILSON STATED THAT HE IS IN FAVOR OF WITH A BOTTOMLINE FIGURE. SUSIE MURRAY STATED THAT SHE IS ALSO IN FAVOR OF THE PARADE WITH NO THROWING OBJECTS FROM THE PARADE ENTRIES, NO CANDY THROWING, NO PARKING FROM MAIN STREET TO DUNCAN AUTO ESPECIALLY IN FRONT OF THE PARK, SHE SUGGESTED PLACING A QUOTA OF \$500.00. MAYOR TEA STATED SHE IS IN FAVOR OF WITH SOMEONE CONTACTING THE BAND DIRECTOR TO REQUEST THE BAND BEFORE SCHOOL CLOSES. SUSIE MURRAY MADE A MOTION TO HAVE THE COUNCIL ACCEPT THE PARADE RESPONSIBILITY AND \$500.00 TOWARD COST. MAYOR TEA SECONDED. MOTION CARRIED.

5. REVIEW - MUNICIPAL CLERKS INSTITUTE: TOWN CLERK ELIZABETH GONZALES GAVE A BRIEF REVIEW TO THE COUNCIL ON THE CLERK INSTITUTE IN FEBRUARY.

6. MANAGER'S REPORT: MANAGER WILLIS REPORTED THAT THE FLAT WELL AT HUNTER ESTATES HAS BEEN DOWN FOR THE PAST WEEK AND MR. STEPHENS CAME IN TO DO THE REPAIRS. A CITIZEN OF PARKS CANYON HAS SOME CONCERNS ON WORK THAT MR. WILCOXSON IS DOING.

7. MAYOR'S REPORT: MAYOR TEA APOLOGIZED FOR MISSING THE LAST MEETING.

8. ADJOURN: THE COUNCIL ADJOURNED AT 07:58 PM.

CERTIFICATION

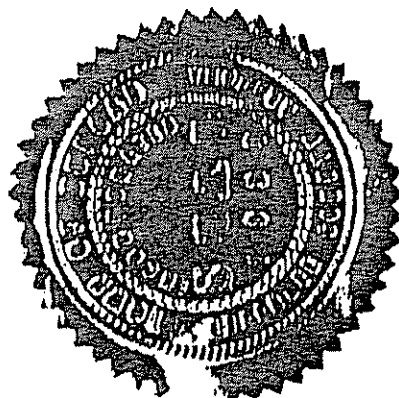
I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR MEETING OF THE TOWN COUNCIL OF DUNCAN HELD ON THE 10TH DAY OF MAY, 1993. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD AND THAT A QUORUM WAS PRESENT.

DATED THIS DAY OF MAY 10, 1993

Elizabeth A. Gonzales
ELIZABETH A. GONZALES, TOWN CLERK

I CERTIFY THAT THE ABOVE DOCUMENT IS A TRUE COPY OF THE ORIGINAL.

Kristy R. White
KRISTY R. WHITE
ASST. TOWN CLERK

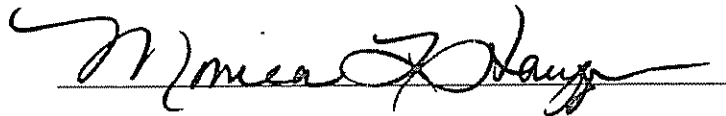


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APPROVAL OF THE DUNCAN TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF DUNCAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 10 day of May, 1993.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0715-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 28th day of May, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

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